



**State of Idaho Contract Number PADD20257354
Amendment No. 1**

Parties

Agency	Contractor
Department of Administration 650 W. State St. Boise, ID 83702	Inmate Calling Solutions, LLC DBA ICSolutions 2200 Danbury St San Antonio, TX 78217

Contract Summary

Contract Name: Inmate Communications Contract Description: Inmate Communications for Idaho Public Agencies Original Effective Date: 4/28/2025 Current Expiration Date: 12/31/2025	Current Contract Value: \$0.00 Contract Usage Type: Open
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Agency Contacts

Contact Name	Contact Type	Contact Email
DOP Contract Administration	Contract Administrator	contractadmin@adm.idaho.gov

Contractor Contacts

Contact Name	Contact Phone	Contact Email
Michael Kennedy	(251) 533-0046	mkennedy@icsolutions.com

Recitals

1. The Parties entered into a Contract (PADD20257354) for Inmate Communications for Idaho Public Agencies, effective April 28, 2025.
2. With this Amendment No. 1, the Parties desire to update phone rate pricing, as further detailed below.

Agreement

Based on the above recitals, and good and valuable consideration, the receipt of which is hereby acknowledged, the Contract is amended as follows:

1. The rate of debit phone calls is reduced by five (5%) percent. The revised rate is now 5.7 cents per minute. The Contractor's Notice of Rate Reduction is included below as Exhibit A.
2. Except as expressly modified in this Amendment, all other terms and conditions of the Contract remain in full force and effect.
3. This Amendment is effective upon the date of the last signature below. In no event will this Amendment be effective until executed by the Department of Administration.

Department of Administration

Inmate Calling Solutions, LLC DBA ICSolutions

Signature: Jake Nay

Name: Jake Nay

Title: Purchasing Officer

Date: 6/11/2025

Signature: BBK

Name: Barry Brinker

Title: VP of Technology

Date: 6/11/2025

June 9, 2025

Susie Schuetz

Idaho Department of Corrections
Grants/Contracts Officer
1299 N Orchard Ste 110
Boise, ID 83706
208.658.2106
sschuetz@idoc.idaho.gov

RE: Notice of Adjusted Debit Phone Calling Rates

Ms. Schuetz,

Effective Tuesday, June 10, 2025, the rate for debit phone calls will temporarily be reduced by 5% to offset the withdrawal fee currently imposed on Resident Trust Accounts at the CoreCivic Saguaro facility.

The revised rate of 5.7 cents per minute will apply to all Idaho Department of Correction facilities that transition to the new tablet solution, so long as the banking APIs for Resident Trust Accounts continue to incur a 5% fee for withdrawals or until the Department financial module transitions to Atlas.

Sincerely,



Barry Brinker
Vice President of Technology
Email: bbrinker@icsolutions.com

PARTICIPATING ADDENDUM**INMATE COMMUNICATIONS**Led by the **State of Nevada**

Master Agreement #: 99SWC-NV22-13388
Participating Addendum #: PADD20257354
Contractor: Inmate Calling Solutions, LLC d/b/a ICSolutions
Participating Entity: STATE OF IDAHO (hereinafter "Participating Entity")

This Participating Addendum is entered into by Contractor and Participating Entity (collectively, the "Parties").

Scope and Participation:1. Scope:

This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above.

2. Participation: This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of Nevada and Contractor for Inmate Communications. This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state. Issues of interpretation and eligibility for participation are solely within the authority of the Division of Purchasing Administrator.

3. Term:

This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

4. Primary Contacts: The following (or their named successors) are the primary contact individuals for this Participating Addendum:

CONTRACTOR:

Name:	Michael Kennedy
Address:	2200 Danbury Street, San Antonio, TX 78217
Telephone:	(251) 533-0046
Email:	mkennedy@icsolutions.com

PARTICIPATING ENTITY:

Name:	Idaho Division of Purchasing, Contract Administration
Address:	650 West State Street, Boise, ID 83720
Telephone:	(208) 327-7465
Email:	ContractAdmin@adm.Idaho.gov

PARTICIPATING ADDENDUM



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Participating Entity Modifications and Additions to the Master Agreement

5. This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

5.1 Governing Law: This PA shall be construed in accordance with and governed by the laws of the state of Idaho. Any action to enforce the provisions of this PA shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PA is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining terms of this PA will remain in full force and effect.

5.2 Amendments: Amendments to the Master Agreement, including but not limited to extensions, renewals, and modifications to the terms, conditions, and pricing, will automatically be incorporated in this PA unless the Participating Entity elects not to incorporate an amendment by providing written notification to the Contractor, which notice must be provided within ten (10) working days of the date of the amendment to the Master Agreement, in order to be effective. Failure to provide notice in accordance with this Section will result in the Master Agreement amendment automatically being incorporated in this PA.

5.3 Termination

- 5.3.1 Termination for Fiscal Necessity. The State is a government entity, and it is understood and agreed that the State's payments under an Order placed under the PA shall be paid from Idaho State Legislative appropriations, funds granted by the federal government, or both. The Legislature is under no legal obligation to make appropriations to fulfill the Contract. Additionally, the federal government is not legally obligated to provide funds to fulfill the Contract. The Contract shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the Idaho State Legislature, or beyond any federal funds granted to the State, as may exist from time to time.

The State reserves the right to terminate the PA in whole or in part, and a Purchasing Entity reserves the right to terminate its order placed under the PA if, in its sole judgement, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State or Purchasing Entity to continue such payments, or requires any return or "give-back" of funds required for the State to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available (e.g. through repeal of enabling legislation), or if the State discontinues or makes a material alteration of the program under which funds were provided, or if federal grant funds are discontinued. The State shall not be required to transfer funds between accounts in the event that funds are reduced or unavailable.

All affected future rights and liabilities of the parties shall thereupon cease within ten (10) calendar days after notice to the contractor. Contractor will be compensated for products or services rendered prior to the termination effective date. Further, in the event funds are no longer available to support the Contract, as described herein, the State and Purchasing Entity shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential or other damages resulting therefrom. In the event of early Contract termination under this section, the State will collect all Contractor-owed equipment

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and accessory items distributed under the Contract within thirty (30) calendar days of Contract termination. Items will be collected at a central (or regional) location(s), which must be completed within thirty (30) calendar days of written notification from the state. If Contractor fails to remove its items within that period, the State may charge Contractor costs associated with storing the items; and may otherwise dispose of the items as allowed by applicable law. At Contractor's request, the State shall promptly provide supplemental documentation as to such Termination for Fiscal Necessity. Nothing in this section shall be construed as ability by the State to terminate for its convenience.

5.4 Taxes: The State is generally exempt from payment of state sales and use taxes and from personal property tax for property purchased for its use. The State is generally exempt from payment of federal excise tax under a permanent authority from the District Director of the Internal Revenue Service (Chapter 32 Internal Revenue Code [No. 82-73-0019K]). Exemption certificates will be furnished as required upon written request by the Contractor. If the Contractor is required to pay any taxes incurred as a result of doing business with the State, it shall be solely responsible for the payment of those taxes. If, after the effective date of the Contract, an Idaho political subdivision assesses, or attempts to assess, personal property taxes not applicable or in existence at the time the Contract becomes effective, the State will be responsible for such personal property taxes, after reasonable time to appeal. In no event shall the State be responsible for personal property taxes affecting items subject to the Contract at the time it becomes effective.

5.5 Certification Concerning Boycott of Israel: On April 26, 2021, Governor Little signed Senate Bill 1086. The bill creates a new section of code requiring all public entities in Idaho to insert a certification regarding boycotts of Israel in contracts and renewals of contracts that are effective on or after July 1, 2021. The Contractor certifies as follows:

Certification Concerning Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

5.6 Disclosure of Abortion Related Matters: The State is subject to the No Public Funds for Abortion Act, Idaho Code title 18, chapter 87 (the "Act") and State employees who intentionally violate the provisions of the Act are subject to criminal prosecution. This provision is included in this letter to aid in compliance with the Act. The state of Idaho (State) requests that Contractor disclose, unless Contractor is within one of the exemptions provided in the Act, if it or an affiliate is or becomes, during the term of the Contract, an abortion provider and if it will use State facilities or public funds to provide, perform, participate in, promote or induce, assist, counsel in favor, refer or train a person for an abortion related activity. Please refer to the Act for definitions of the terms used in this section.

5.7 Certification Concerning Government of China: Pursuant to Idaho Code section 67-2359, Contractor certifies that it is not currently owned or operated by the government of China and will not for the duration of the Contract be owned or operated by the government of China. The terms in this section defined in Idaho Code section 67-2359 shall have the meaning defined therein.

5.8 Certification Concerning Boycott of Various Industries: Pursuant to Idaho Code section 672347A (Effective July 1, 2024), if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Agreement, engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation,

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sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms. The terms in this section defined in Idaho Code section 67-2347A shall have the meaning defined therein, including through reference to another section of Idaho Code.

5.9 Idaho Administrative Fee and Quarterly Usage Report: This PA is subject to an Administrative Fee of one and one-quarter percent (1.25%), based on orders placed against the PA as follows:

The prices to be paid by the Purchasing Entity must be inclusive of a one and one-quarter percent (1.25%) Administrative Fee. On a quarterly basis, Contractor must remit to **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075** an amount equal to one and one-quarter percent (1.25%) of Contractor's net (sales minus credits) quarterly PA sales.

Contractor must furnish detailed usage reports as designated by the Participating Entity. The Contractor must also submit a summary quarterly report of purchases made from the PA to purchasing@adm.idaho.gov utilizing the PADD Summary Usage Report Form available for download at <https://purchasing.idaho.gov/information-for-vendors/>.

For example: if the total of Contractor's net sales to the Purchasing Entity for one quarter=\$10,000, Contractor would remit $\$10,000 \times 0.0125 = \125 to the Division of Purchasing for what that quarter, along with the required quarterly usage report.

Reporting Timeline (Fiscal Year Quarters):	Fee and Report Due:
1st Quarter:	July 1 – September 30
2nd Quarter:	October 1 – December 31
3rd Quarter:	January 1 – March 31
4th Quarter:	April 1 – June 30

1st Quarter:	July 1 – September 30	October 31st
2nd Quarter:	October 1 – December 31	January 31st
3rd Quarter:	January 1 – March 31	April 30th
4th Quarter:	April 1 – June 30	July 31 st

Refund of Administrative Fee: In the event that this PA is cancelled by the Participating Entity through no fault of the Contractor, or if item(s) are returned by the Purchasing Entity through no fault, act, or omission of the Contractor after the sale of any such item(s) to the Purchasing Entity, the Participating Entity will refund the Contractor any Administrative Fees remitted. Administrative Fees will not be refunded or returned when an item is rejected or returned, or declined, or the PA cancelled by the State due to the Contractor's failure to perform or comply with specifications or requirements of this PA or Master Agreement. If, for any other reason, the Contractor is obligated to refund to the Participating Entity all or a portion of the Participating Entity's payment to the Contractor, or the Participating Entity withholds payment because of the assessment of liquidated damages, the Administrative Fee will not be refunded in whole or in part.

Failure to Remit Administrative Fee: If a Contractor fails to remit the Administrative Fee, provided above, the Participating Entity, at its discretion, may declare the Contractor in default; cancel the Contract; assess and recover re-procurement costs from the Contractor (in addition to all outstanding Administrative Fees); seek State or federal audits, monitoring or inspections; and/or exclude Contractor from participating in future participating addenda.

5.10 Assignment: Contractor shall not assign this PA, or its rights, obligations, or any other interest arising from this PA, or delegate any of its performance obligations, without the express written consent of the Administrator of the Division of Purchasing. Transfer without such approval shall cause the annulment of the PA, at the option of the State. All rights of action, however, for any breach of the PA are reserved to the State. (I.C. § 67-9230).

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Notwithstanding the foregoing, to the extent required by applicable law (including I.C. § 289406), Contractor may assign its right to payment on an account provided that the State shall have no obligation to make payment to an assignee until thirty (30) days after Contractor (not the assignee) has provided the responsible procurement officer with (a) proof of the assignment, (b) the identity of the specific state contract to which the assignment applies, and (c) the name of the assignee and the exact address to which assigned payments should be made. The state may treat violation of the clause as an event of default.

5.11 Public Records and Trade Secret:

A) Pursuant to Idaho Code Section 74-101, et seq., information or documents received by the State will be open to public inspection and copying unless the material is exempt from disclosure under applicable law. The person or entity submitting the material must clearly designate specific information within the document as “exempt,” if claiming an exemption; and indicate the basis for such exemption (e.g. Trade Secret). The State will not accept the marking of an entire document as exempt; or a legend or statement on one page that all, or substantially all, of the document is exempt from disclosure.

B) Contractor shall indemnify and defend the State against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for the Contractor’s failure to designate specific information within the document as exempt. The Contractor’s failure to designate as exempt any document or portion of a document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any such release. If the State receives a request for materials claimed exempt by the Contractor, the Contractor shall provide the legal defense for such claim.

5.12 Terms and Conditions in the Master Agreement that Do Not Apply to this PA: Any terms or conditions contained in the Master Agreement that do the following are not applicable to this PA:

- 5.12.1 Waive the sovereign immunity of the state of Idaho;
- 5.12.2 Subject the state of Idaho, its agencies, or political subdivisions of the state of Idaho to the jurisdiction of the courts of other states.
- 5.12.3 Limit the time in which the state of Idaho, its agencies, or political subdivisions of the state of Idaho may bring a legal claim to a period shorter than that provided in Idaho law.
- 5.12.4 Impose a payment obligation, including a rate of interest for late payments, less favorable than the obligations set forth in Section 67-2302, Idaho Code; or,
- 5.12.5 Require the state of Idaho, its agencies, or political subdivisions of the state of Idaho to accept arbitration or to waive right to a jury trial.
- 5.12.6 Require indemnification not specifically authorized by the Idaho legislature or subject to appropriation (pursuant to Section 67-9213, Idaho Code, and Section 59-1016, Idaho Code).
- 5.12.7 Hold employees or officers of the state of Idaho and of political subdivisions of the state of Idaho personally liable.
- 5.12.8 Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

6. **Subcontractors:** All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity’s state, as shown on Contractor’s NASPO ValuePoint-specific webpage, may provide

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sales and service support to users of this Participating Addendum. Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement.

7. Orders: Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to the order.
- 7.1 The pricing for the State of Idaho has been set by the vendor as noted in **Attachment 1 – State of Idaho ICSolutions Pricing** as attached herein.
8. Operating Standards: Contractor must abide by all Idaho Department of Corrections (IDOC) Standard Operating Procedures (SOP), defined as: An IDOC written document that establishes process or policy guidance in any given area. These include, without limitation:
- 8.1 All applicable federal, state, and local laws and regulations;
- 8.2 All applicable case law, consent decrees, and Court Orders;
- 8.3 All applicable IDOC policy and SOP as required, or made applicable to the Contract at a later date in writing by the Department;
- 8.4 ACA Standards and NCCHC Standards (to include, but not limited to, health services in prisons and mental health standards);
- 8.5 Center for Disease Control (CDC) guidelines; and Federal Bureau of Prisons Clinical Practice Guidelines.
- 8.6 Precedence in the standards within the Operating Standards is as follows:
1. Court Orders and consent decrees;
 2. Federal law;
 3. Idaho state law;
 4. Local law;
 5. National Commission on Correctional Healthcare Standards (NCCHC Standards); and
 6. ACA Standards for Adult Correctional Institutions (ACA Standards).
9. Insurance: The following requirements are supplemental to any insurance requirements contained in the Master Agreement:
- 9.1 Requirement to provide proof of insurance: The Contractor and its subcontractors (if the Contractor has any subcontractors that will provide goods or services to the Participating Entity under the PADD) shall provide evidence of insurance. The evidence of insurance must be provided within seven (7) business days after the effective date of this PADD, and all required insurance must be maintained by the Contractor for the entire term of this PADD, including all renewal and extension periods.
- 9.2 Workers Compensation Insurance and Employer's Liability. Contractor shall maintain workers' compensation and employer's liability. The employer's liability shall have limits not less than \$1,000,000

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each accident for bodily insurance by accident, \$1,000,000 disease policy limit, and \$1,000,000 disease, each employee.

9.2.1 Contractor must provide either a certificate of workers compensation insurance issued by a surety licensed to write workers compensation insurance in the State of Idaho, as evidence that the contractor has in effect a current Idaho workers compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

9.3 State of Idaho as Additional Insured: The liability insurance coverage required for performance of the Contract shall include the State of Idaho, the (agency) and its divisions, officers and employees as additional insured, but only with respect to the Contractor's activities to be performed under this Contract.

9.3.1 The Contractor must provide proof of the State of Idaho, the (agency) and its divisions, officers and employees being additional insured by providing endorsements to the liability insurance policies showing the State of Idaho, the (agency) and its divisions, officers and employees as additional insured. The endorsements must also show the policy numbers and the policy effective dates.

9.3.2 If a liability insurance policy provides for automatically endorsing additional insured when required by contract, then, in that case, the Contractor must provide proof of the State of Idaho, the (agency) and its divisions, officers and employees being additional insured by providing copies of the policy pages that clearly identify the blanket endorsement.

9.4 Notice of Cancellation or Change: Contractor shall ensure that should any of the above described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s), that written notice will be delivered to the Division of Purchasing (if the Contract was issued by the Division) or to the Purchasing Activity (contracting state agency) in accordance with the policy provisions.

9.5 Contractor shall request that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Idaho, and its divisions, officers and employees.

9.6 Acceptable Insurers and Deductibles: Insurance coverage required under the Contract shall be obtained from insurers rated A-VII or better in the latest Bests Rating Guide and in good standing and authorized to transact business in Idaho. The Contractor shall be financially responsible for all deductibles, self-insured retention's and/or self-insurance included hereunder. The coverage provided by such policy will be primary to any coverage of the State on or related to the contract and shall provide that the insurance afforded applies separately to each insured against whom a claim is made, except with respect to the limitation of liability.

9.7 Waiver of Subrogation: All policies shall contain waivers of subrogation. The Contractor waives all rights against the State and its officers, employees, and agents for recovery of damages to the extent these



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damages are covered by the required policies. Policies may contain deductibles but such deductibles will not be deducted from any damages due to the State.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

PARTICIPATING ENTITY

CONTRACTOR

Signature: 	Signature: 
Name: Mack DeYoung	Name: Barry Brinker
Title: Buyer, Idaho Division of Purchasing	Title: VP of Technology
Date: 04/28/2025	Date: April 28, 2025

Additional signatures may be added if required by the Participating Entity.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.

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Attachment 1 – State of Idaho ICSolutions Pricing

Domestic	\$0.06	Per Minute
International	Cost + \$0.06	Per Minute
FCC Order	Released July 22, 2024	The FCC Order, which among other things reduces cap limits on calling rates, sets new cap limits on video visitation rates, eliminates service fees and limits commission. Should the FCC Order be overturned, ICS and DOC agree in good faith to renegotiate the terms of this Agreement.

Tablet Pricing			
Service	Cost	Unit	Commission s to IDOC (Paid Monthly)
Free Profile	\$0.00	Per Minute	0%
Premium Entertainment Profile	\$0.05	Per Minute	25%
Messaging	\$0.25	Per Message	25%
Photo Attachment (Inbound Only)	\$0.25	Per Attachment	25%
eCards	\$0.25	Per Attachment	25%
Video Message (Inbound Only)	\$0.35	Per 30-Second Video Message	0%
Video Visitation (Outbound Only)	\$0.16	Per Minute	0%
Photo / Message Printing	\$0.25	Per Photo/Message B/W	0%
	\$0.65	Per Photo/Message Color	0%
Basic App Access Pass	\$20.00	500 Minutes - 50+ Basic Games, Anime, Classic Movies, Wellness, Music Channels- Expires in 30 Days - (\$0.04/min)	25%
Pluto TV	\$15.00	TV and Movie Streaming	25%
Stingray Music Subscription	\$18.00	Unlimited Monthly Music Subscription similar to Pandora	25%
VP Music Subscription	\$35.00	Unlimited Monthly Music Subscription similar to Apple Music	25%
Supplemental Commission Payment	N/A	ICS will pay \$1.89/inmate/month once tablets are fully deployed.	N/A

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Tablet Specifications		
Resident's Per Tablet	1	1:1 Tablet ratio plus 10% onsite advanced replacement spares.
ADP	8,716	Estimated ADP per IDOC. Actual numbers will be given at each site's implementation
Contract Term	12/31/2028	The term date of this agreement will coincide with the NASPO contract terms with the assumption of its full renewal through December 31, 2028 (such period, the "Full Term"). In the event the NASPO contract is not renewed through the Full Term, then IDOC shall seek an appropriate waiver to continue the services uninterrupted until at least the end of the Full Term. ICS will adhere to IDOC Service Level Agreements (SLAs) which can be found on the SLA tab in this document. ICS will pay commission to IDOC as noted in tablet pricing table above.
ICS Implementation and Ongoing Maintenance	N/A	ICS will be responsible for the procurement, installation, ongoing maintenance and replacement of all tablet related hardware. ICS provided hardware to include tablets, Access Points, switches, servers, firewalls and network equipment. Rolling site by site phased transition allows for existing tablets to work until cutover of the new tablet program. ICS shall provide one additional trained and qualified technician dedicated to supporting the services for IDOC within 90 days of implementation (increasing from 3 to 4).
Tablets, Chargers & Earbuds	N/A	ICS will provide tablet solution with ViaPath Technologies via a sub-contracting arrangement. Each inmate will be provided (at no cost) earbuds with microphone, a charging cord and a Bridge 8™ tablet on which subscription-based entertainment can be purchased through ICS' licensing contract with ViaPath Technologies. Replacement chargers and earbuds will be available for purchase through commissary sales. NICI will receive 16, 42-port charging stations in lieu of charging cords at no cost. Replacement/additional 42-port charging stations can be purchased at then-current price. Currently \$3,200 each.
Tablet Breakage	N/A	Tablets come with a one year manufacturer's warranty. ICS will fully cover the replacement costs of broken tablets up to 10% annually. Non-working tablets not covered by warranty, more than 10% annually or intentionally damaged by residents may be replaced at then-current price. Currently \$300 each. IDOC staff will open a ticket for broken tablets and ship them back to ICS. ICS will provide a return merchandise authorization along with a prepaid shipping label to return broken tablets.

Free Profile	\$0.00/Minute	ICS to provide unlimited access to the Free Profile which will at a minimum include access to the messaging application (per message fees apply), secure phone calling application (same per minute cost as a regular phone call), electronic forms, educational resources, PREA resources, documents/facility information, Wellness, commissary ordering, eBooks, radio, health requests, two games such as chess/checkers, a wallet application to access their account balances/usage, calculator and dictionary.
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Premium Entertainment Profile	\$0.05/Minute	Premium Entertainment Profile will be provided at a discounted rate of \$0.05/minute and include access to our entire catalog of acuity games, puzzles, movies/television, music, audiobooks/podcasts, eBooks, radio, newsfeeds as well as all Free Profile content.
Basic App Access Pass	\$20 for 500 Prepaid Minutes	Prepaid 500 Minutes - 50+ Basic Games, Anime, Classic Movies, Wellness, Music Channels- Expires in 30 Days - (\$0.04/min)
Pluto TV	\$15.00	Unlimited TV and Movie Streaming - Expires 30 days from date of purchase. No refunds.
Stingray Music	\$18.00	Unlimited Music Subscription similar to Pandora - Expires 30 days from date of purchase. No refunds.
VP Music	\$35.00	Unlimited Music Subscription similar to Apple Music - Expires 30 days from date of purchase. No refunds.
Tablet Content	N/A	IDOC will have full control over the entertainment content provided on the tablets. ICS will provide a list of content as part of the implementation process for review/approval and submit any new content for approval prior to enabling on the tablet.
Message / Photo Printing	\$0.25 per black/white message \$0.65 per color photo	ICS to provide printers and all consumables for the printing of resident photos and messages. IDOC will order more consumables from ICS as needed, with no cost to IDOC. IDOC will be responsible for printing and distributing the printed messages and photos to the residents.
Single Resident Communications Account	N/A	Residents will use their existing communications account to pay for phone, and tablet services (including video visitation).

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Priority Level	Definition of Priority	Priority Level Events	Maximum Solution Response Time
One (P-1)	P-1 level events are events that severely impact communication services in a facility or across all facilities and takes precedence over all other issues	Multiple devices failing: all phones or all tablets at a facility are not working because of a networking or hardware issue	After notification of a P-1 and remote diagnostics/repair/reboot has been attempted/completed by ICS Tech Support, ICS tech must arrive within four (4) hours of the initial dispatch request Monday thru Friday, and within eight (8) hours Saturday and Sunday, unless advised otherwise by IDOC staff on site.
Two (P-2)	P-2 level events are similar to a P-1 and are events that impact a housing unit or units and require immediate attention	All phones or all tablets in a housing unit are down	After notification of a P-2 and remote diagnostics/repair/reboot has been attempted/completed by ICS Tech Support, ICS tech must arrive within six (8) hours of the initial dispatch request Monday thru Friday, and within 24 hours Saturday and Sunday, at the discretion of IDOC staff on site.
Three (P-3)	P-3 level events are events that require attention but the impact to communication services is limited	2 phones in a housing unit are down and there are 4 phones total for 50 residents or multiple tablets are not working and there are no spares for replacements	After notification of a P-3 and remote diagnostics/repair/reboot has been attempted/completed by ICS Tech Support, ICS tech must arrive within twenty-four (24) hours of the initial dispatch request Monday thru Friday, with weekends excluded unless requested otherwise by IDOC staff on site.

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INMATE COMMUNICATIONS

Led by the **State of Nevada**

Four (P-4)	P-4 level events are events that do not require an immediate response or repair	1 phone in a housing unit is down but there are 4 phones for 50 residents or tablets aren't working but there are spares available for replacements	After notification of a P-4 and remote diagnostics/repair/reboot has been attempted/completed by ICS Tech Support, repairs will be scheduled within seventy-two (72) hours Monday thru Friday, with weekends excluded, in agreement with by WIDOC staff on site.
Five (P-5)	P-5 level events are events that minor problems with little or no impact on the overall system	Questions about a service or product, or one tablet or one phone is down with a number of other working phones or tablets available for replacements	After notification of a P-5, ICS Tech Support will investigate and respond to complaints within seven days. A credit or refund will be provided if applicable.